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**State:** District of Columbia **First Filing Company:** ACE American Insurance Company, ...  
**TOI/Sub-TOI:** 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability  
**Product Name:** 20-GL-2017658  
**Project Name/Number:** GL Enhancement Endorsement/20-GL-2017658

## Filing at a Glance

Companies: ACE American Insurance Company  
ACE Fire Underwriters Insurance Company  
ACE Property and Casualty Insurance Company  
Indemnity Insurance Company of North America  
Pacific Employers Insurance Company  
WESTCHESTER FIRE INSURANCE COMPANY

Product Name: 20-GL-2017658

State: District of Columbia

TOI: 17.0 Other Liability-Occ/Claims Made

Sub-TOI: 17.0001 Commercial General Liability

Filing Type: Form

Date Submitted: 01/09/2020

SERFF Tr Num: ACEH-132215835

SERFF Status: Submitted to State

State Tr Num:

State Status:

Co Tr Num: 20-GL-2017658

Effective Date On Approval

Requested (New):

Effective Date On Approval

Requested (Renewal):

Author(s): Jonathan Little, James Leung

Reviewer(s):

Disposition Date:

Disposition Status:

Effective Date (New):

Effective Date (Renewal):

**State:** District of Columbia **First Filing Company:** ACE American Insurance Company, ...  
**TOI/Sub-TOI:** 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability  
**Product Name:** 20-GL-2017658  
**Project Name/Number:** GL Enhancement Endorsement/20-GL-2017658

## General Information

Project Name: GL Enhancement Endorsement

Project Number: 20-GL-2017658

Reference Organization:

Reference Title:

Filing Status Changed: 01/09/2020

State Status Changed:

Created By: James Leung

Corresponding Filing Tracking Number:

Status of Filing in Domicile:

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

Submitted By: James Leung

Filing Description:

We are filing two new endorsements for use with ISO's Commercial General Liability coverage form (CG 00 01) for policies written in the Chubb companies included in this filing.

These endorsements are identical, except for the title, and offer a number of coverage enhancements for the CGL form. The difference in titles is mainly for marketing purposes, with one form being used for a particular book of business related to welding exposures.

Forms

LD-52677 (10/19) General Liability Enhancement

LD-52678 (10/19) Welding DistributorPro General Liability Enhancement

## Company and Contact

### Filing Contact Information

James Leung, Product Analyst

436 Walnut Street

Philadelphia, PA 19106

James.Leung@Chubb.com

215-640-4704 [Phone]

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**State:** District of Columbia **First Filing Company:** ACE American Insurance Company, ...  
**TOI/Sub-TOI:** 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability  
**Product Name:** 20-GL-2017658  
**Project Name/Number:** GL Enhancement Endorsement/20-GL-2017658

### Filing Company Information

ACE American Insurance  
Company  
PO Box 1000  
436 Walnut Street  
Philadelphia, PA 19106  
(215) 640-1811 ext. [Phone]

CoCode: 22667  
Group Code: 626  
Group Name: Chubb  
FEIN Number: 95-2371728

State of Domicile:  
Pennsylvania  
Company Type: Stock  
State ID Number:

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ACE Fire Underwriters Insurance  
Company  
PO Box 1000  
436 Walnut Street  
Philadelphia, PA 19106  
(215) 640-1811 ext. [Phone]

CoCode: 20702  
Group Code: 626  
Group Name: Chubb  
FEIN Number: 06-6032187

State of Domicile:  
Pennsylvania  
Company Type: Stock  
State ID Number:

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ACE Property and Casualty  
Insurance Company  
PO Box 1000  
436 Walnut Street  
Philadelphia, PA 19106  
(215) 640-1811 ext. [Phone]

CoCode: 20699  
Group Code: 626  
Group Name: Chubb  
FEIN Number: 06-0237820

State of Domicile:  
Pennsylvania  
Company Type: Stock  
State ID Number:

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Indemnity Insurance Company of  
North America  
PO Box 1000  
436 Walnut Street  
Philadelphia, PA 19106  
(215) 640-1811 ext. [Phone]

CoCode: 43575  
Group Code: 626  
Group Name: Chubb  
FEIN Number: 06-1016108

State of Domicile:  
Pennsylvania  
Company Type: stock  
State ID Number:

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Pacific Employers Insurance  
Company  
PO Box 1000  
436 Walnut Street  
Philadelphia, PA 19106  
(215) 640-1811 ext. [Phone]

CoCode: 22748  
Group Code: 626  
Group Name: Chubb  
FEIN Number: 95-1077060

State of Domicile:  
Pennsylvania  
Company Type:  
State ID Number:

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WESTCHESTER FIRE  
INSURANCE COMPANY  
436 WALNUT STREET  
PHILADELPHIA, PA 19106  
(215) 640-1000 ext. [Phone]

CoCode: 10030  
Group Code: 626  
Group Name: Chubb  
FEIN Number: 92-0040526

State of Domicile:  
Pennsylvania  
Company Type: STOCK  
COMPANY  
State ID Number:

### Filing Fees

**State:** District of Columbia **First Filing Company:** ACE American Insurance Company, ...  
**TOI/Sub-TOI:** 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability  
**Product Name:** 20-GL-2017658  
**Project Name/Number:** GL Enhancement Endorsement/20-GL-2017658

Fee Required? No

Retaliatory? No

Fee Explanation:

<b>State:</b>	District of Columbia	<b>First Filing Company:</b>	ACE American Insurance Company, ...
<b>TOI/Sub-TOI:</b>	17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability		
<b>Product Name:</b>	20-GL-2017658		
<b>Project Name/Number:</b>	GL Enhancement Endorsement/20-GL-2017658		

## Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		GENERAL LIABILITY ENHANCEMENT	LD-52677	(10/19)	END	New			LD-52677_GL Enhancement form Final 9-16-2019.pdf
2		WELDING DISTRIBUTORPRO GENERAL LIABILITY ENHANCEMENT	LD-52678	(10/19)	END	New			LD-52678_Welding DistributorPro GL EnhanceFinal 9-16-2019.pdf

### Form Type Legend:

<b>ABE</b>	Application/Binder/Enrollment	<b>ADV</b>	Advertising
<b>BND</b>	Bond	<b>CER</b>	Certificate
<b>CNR</b>	Canc/NonRen Notice	<b>DEC</b>	Declarations/Schedule
<b>DSC</b>	Disclosure/Notice	<b>END</b>	Endorsement/Amendment/Conditions
<b>ERS</b>	Election/Rejection/Supplemental Applications	<b>OTH</b>	Other

**GENERAL LIABILITY ENHANCEMENT**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies all insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**1. BROAD FORM NAMED INSURED**

The Named Insured shown in the Declarations is amended as follows:

Named Insured includes the first Named Insured, and any organization and subsidiary incorporated or organized under the laws of the United States of America (including any State thereof), its territories or possessions thereof which are a legal entity that you, at the time of loss, control more than 50% of the interests entitled to vote. However, this insurance does not apply to:

- a. "Bodily injury" or "property damage" or "personal and advertising injury" with respect to which an insured under this Coverage Part is also an insured under another policy, or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance;
- b. "Bodily injury" or "property damage" that occurred before you acquired or formed the organization;
- c. "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past joint venture that is not shown as a Named Insured on the declaration page.

**2. AUTOMATIC ADDITIONAL INSURED**

**SECTION II – WHO IS AN INSURED** is amended to add the following:

**4. Automatic Additional Insured:**

- a. Any person or organization, if required under a written contract, agreement or permit, but only with respect to liability arising out of your operations, personal property leased by you, premises owned by or rented to you or premises temporarily occupied by you with permission of the owner.

However, the insurance provided by this Automatic Additional Insured provision does not apply to:

- (1) Any written contract or agreement that was executed subsequent to the "bodily injury" or "property damage" or "personal and advertising injury";
- (2) Any permit that was issued subsequent to the "bodily injury" or "property damage" or "personal and advertising injury".

The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide, or the limits shown on the Declarations, whichever is less.

Additional insured coverage provided by this insurance will not be broader than coverage required by the written contract, agreement or permit.

The insurance afforded to the additional insured is excess over any valid and collectible insurance available to such additional insured, unless you have agreed in a written contract for this insurance to

apply on a primary or non-contributory basis.

**3. WHO IS AN INSURED - BROADENED NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

Under **SECTION II – WHO IS AN INSURED**, paragraph **3.a.** is deleted and replaced with the following:

- a.** Coverage under this provision is afforded until the end of the policy period;

**4. WHO IS AN INSURED - BODILY INJURY TO CO-EMPLOYEE**

Under **SECTION II – WHO IS AN INSURED**, paragraph **2.a.(1)(a)** is amended to add the following:

However, the exclusion for “bodily injury” to a co-“employee” only applies if the co-“employee” is entitled to benefits under any of the following: workers' compensation, unemployment compensation or disability benefits law, or any similar law.

**5. BROADENED DAMAGE TO RENTED PREMISES**

- a.** Under **SECTION I – COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** paragraph **2. Exclusions**, the last paragraph is deleted and replaced with the following:

Exclusions c. through n. do not apply to damage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

- b.** Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph **4.b.(1)(a)(ii)** is deleted and replaced with the following:

- (ii)** That provides property or property damage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**6. PERSONAL INJURY – ASSUMED BY CONTRACT**

Under **SECTION I – COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph **2. Exclusions**, exclusion **e. Contractual Liability** is deleted and replaced with the following:

**e. Contractual Liability**

“Personal and Advertising injury” for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to:

- (1)** False arrest, detention or imprisonment;
- (2)** Malicious prosecution;
- (3)** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- (4)** Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- (5)** Oral or written publication, in any manner, of material that violates a person's right of privacy; or
- (6)** Liability for damages that the insured would have in the absence of the contract or agreement.

**7. DEFINITION OF BODILY INJURY - RESULTING MENTAL ANGUISH AND EMOTIONAL DISTRESS**

Under **SECTION V – DEFINITIONS**, paragraph **3.** is deleted and replaced with the following:

- 3.** “Bodily injury” means physical injury, sickness or disease sustained by a natural person, including:

- a.** Death resulting from any of these at any time; or
  - b.** Mental injury that subsequently manifests itself after such physical injury, sickness or disease is sustained by a natural person.

## **8. INCREASED LIMITS FOR BAIL BONDS AND REASONABLE EXPENSES**

Under **SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGE A AND B**, paragraphs **1.b.** and **1.d.** are replaced with the following:

- b.** Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$500 a day because of time off from work.

## **9. EARLIER NOTICE OF CANCELLATION PROVIDED BY US**

For any statutorily permitted reason other than non-payment of premium, the number of days required for notice of cancellation, as provided in the CANCELLATION paragraphs of the COMMON POLICY CONDITIONS or as amended by an applicable state amendatory endorsement, is increased to 90 days.

## **10. KNOWLEDGE OF OCCURRENCE**

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following condition is added:

Knowledge of an “occurrence”, claim, or “suit” by an agent, servant, or employee other than a corporate officer of any insured; and receipt of any demand, notice, summons, or other legal paper in connection with a claim or “suit” by any agent, servant, or employee other than a corporate officer of any insured shall not in itself constitute knowledge of the insured or receipt by the insured.

## **11. UNINTENTIONAL ERRORS AND OMISSIONS**

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to paragraph **6. Representations**:

However, your failure to disclose all hazards existing as of the inception date of the policy shall not prejudice you with respect to the coverage afforded by this policy, provided such failure or omission is not intentional.

It is a condition of this coverage that such inadvertent errors or omissions shall be reported and corrected when discovered. The policy premium will be adjusted accordingly to reflect the description of the premises or operations had no error or omission occurred.

## **12. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to paragraph **8. Transfer Of Rights Against Others To Us**

We waive any right of recovery we may have against the person or organization shown in the schedule above because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under contract with that person or organization and included in the “products-completed operations hazard”. This waiver applies only to the person or organization shown in the schedule above.

## **13. DESIGNATED LOCATIONS(S) GENERAL AGGREGATE LIMIT**

The following provision is added:

- a.** For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under **SECTION I – COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I – COVERAGE C**, which can be attributed only to operations at a single designated “location” shown in the Schedule above:
  - 1.** A separate Designated Location General Aggregate Limit applies to each designated “location”, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - 2.** The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”, and for medical expenses under Coverage C regardless of the number of:



- (a) Insureds;
  - (b) Claims made or "suits" brought; or
  - (c) Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.
- b. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I – COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I – COVERAGE C**, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
- 1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  - 2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- c. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- d. For the purposes of this endorsement, the Definitions Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- e. The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

All other terms and conditions of the policy remain unchanged.

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Authorized Representative

**WELDING DISTRIBUTORPRO GENERAL LIABILITY ENHANCEMENT**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies all insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**1. BROAD FORM NAMED INSURED**

The Named Insured shown in the Declarations is amended as follows:

Named Insured includes the first Named Insured, and any organization and subsidiary incorporated or organized under the laws of the United States of America (including any State thereof), its territories or possessions thereof which are a legal entity that you, at the time of loss, control more than 50% of the interests entitled to vote. However, this insurance does not apply to:

- a. "Bodily injury" or "property damage" or "personal and advertising injury" with respect to which an insured under this Coverage Part is also an insured under another policy, or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance;
- b. "Bodily injury" or "property damage" that occurred before you acquired or formed the organization;
- c. "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past joint venture that is not shown as a Named Insured on the declaration page.

**2. AUTOMATIC ADDITIONAL INSURED**

**SECTION II – WHO IS AN INSURED** is amended to add the following:

**4. Automatic Additional Insured:**

- a. Any person or organization, if required under a written contract, agreement or permit, but only with respect to liability arising out of your operations, personal property leased by you, premises owned by or rented to you or premises temporarily occupied by you with permission of the owner.

However, the insurance provided by this Automatic Additional Insured provision does not apply to:

- (1) Any written contract or agreement that was executed subsequent to the "bodily injury" or "property damage" or "personal and advertising injury";
- (2) Any permit that was issued subsequent to the "bodily injury" or "property damage" or "personal and advertising injury".

The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide, or the limits shown on the Declarations, whichever is less.

Additional insured coverage provided by this insurance will not be broader than coverage required by the written contract, agreement or permit.

The insurance afforded to the additional insured is excess over any valid and collectible insurance available to such additional insured, unless you have agreed in a written contract for this insurance to

apply on a primary or non-contributory basis.

**3. WHO IS AN INSURED - BROADENED NEWLY ACQUIRED OR FORMED ORGANIZATIONS COVERAGE**

Under **SECTION II – WHO IS AN INSURED**, paragraph **3.a.** is deleted and replaced with the following:

- a.** Coverage under this provision is afforded until the end of the policy period;

**4. WHO IS AN INSURED - BODILY INJURY TO CO-EMPLOYEE**

Under **SECTION II – WHO IS AN INSURED**, paragraph **2.a.(1)(a)** is amended to add the following:

However, the exclusion for “bodily injury” to a co-“employee” only applies if the co-“employee” is entitled to benefits under any of the following: workers' compensation, unemployment compensation or disability benefits law, or any similar law.

**5. BROADENED DAMAGE TO RENTED PREMISES**

- a.** Under **SECTION I – COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** paragraph **2. Exclusions**, the last paragraph is deleted and replaced with the following:

Exclusions c. through n. do not apply to damage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

- b.** Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph **4.b.(1)(a)(ii)** is deleted and replaced with the following:

- (ii) That provides property or property damage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**6. PERSONAL INJURY – ASSUMED BY CONTRACT**

Under **SECTION I – COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph **2. Exclusions**, exclusion **e. Contractual Liability** is deleted and replaced with the following:

**e. Contractual Liability**

“Personal and Advertising injury” for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to:

- (1) False arrest, detention or imprisonment;
- (2) Malicious prosecution;
- (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- (4) Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- (5) Oral or written publication, in any manner, of material that violates a person's right of privacy; or
- (6) Liability for damages that the insured would have in the absence of the contract or agreement.

**7. DEFINITION OF BODILY INJURY - RESULTING MENTAL ANGUISH AND EMOTIONAL DISTRESS COVERAGE**

Under **SECTION V – DEFINITIONS**, paragraph **3.** is deleted and replaced with the following:

- 3.** “Bodily injury” means physical injury, sickness or disease sustained by a natural person, including:

- a.** Death resulting from any of these at any time; or
  - b.** Mental injury that subsequently manifests itself after such physical injury, sickness or disease is sustained by a natural person.

## **8. INCREASED LIMITS FOR BAIL BONDS AND REASONABLE EXPENSES**

Under **SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGE A AND B**, paragraphs **1.b.** and **1.d.** are replaced with the following:

- b.** Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$500 a day because of time off from work.

## **9. EARLIER NOTICE OF CANCELLATION PROVIDED BY US**

For any statutorily permitted reason other than non-payment of premium, the number of days required for notice of cancellation, as provided in the CANCELLATION paragraphs of the COMMON POLICY CONDITIONS or as amended by an applicable state amendatory endorsement, is increased to 90 days.

## **10. KNOWLEDGE OF OCCURRENCE**

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following condition is added:

Knowledge of an “occurrence”, claim, or “suit” by an agent, servant, or employee other than a corporate officer of any insured; and receipt of any demand, notice, summons, or other legal paper in connection with a claim or “suit” by any agent, servant, or employee other than a corporate officer of any insured shall not in itself constitute knowledge of the insured or receipt by the insured.

## **11. UNINTENTIONAL ERRORS AND OMISSIONS**

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to paragraph **6. Representations**:

However, your failure to disclose all hazards existing as of the inception date of the policy shall not prejudice you with respect to the coverage afforded by this policy, provided such failure or omission is not intentional.

It is a condition of this coverage that such inadvertent errors or omissions shall be reported and corrected when discovered. The policy premium will be adjusted accordingly to reflect the description of the premises or operations had no error or omission occurred.

## **12. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to paragraph **8. Transfer Of Rights Against Others To Us**

We waive any right of recovery we may have against the person or organization shown in the schedule above because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under contract with that person or organization and included in the “products-completed operations hazard”. This waiver applies only to the person or organization shown in the schedule above.

## **13. DESIGNATED LOCATIONS(S) GENERAL AGGREGATE LIMIT**

The following provision is added:

- a.** For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under **SECTION I – COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I – COVERAGE C**, which can be attributed only to operations at a single designated “location” shown in the Schedule above:
  - 1.** A separate Designated Location General Aggregate Limit applies to each designated “location”, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - 2.** The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”, and for medical expenses under Coverage C regardless of the number of:

- (a) Insureds;
  - (b) Claims made or "suits" brought; or
  - (c) Persons or organizations making claims or bringing "suits".
- 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
  - 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.
- b. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I – COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I – COVERAGE C**, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
    - 1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
    - 2. Such payments shall not reduce any Designated Location General Aggregate Limit.
  - c. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
  - d. For the purposes of this endorsement, the Definitions Section is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
  - e. The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

All other terms and conditions of the policy remain unchanged.

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Authorized Representative

<b>State:</b>	District of Columbia	<b>First Filing Company:</b>	ACE American Insurance Company, ...
<b>TOI/Sub-TOI:</b>	17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability		
<b>Product Name:</b>	20-GL-2017658		
<b>Project Name/Number:</b>	GL Enhancement Endorsement/20-GL-2017658		

## Supporting Document Schedules

<b>Bypassed - Item:</b>	Readability Certificate
<b>Bypass Reason:</b>	N/A
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Bypassed - Item:</b>	Consulting Authorization
<b>Bypass Reason:</b>	N/A
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Bypassed - Item:</b>	Copy of Trust Agreement
<b>Bypass Reason:</b>	N/A
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Bypassed - Item:</b>	Expedited SERFF Filing Transmittal Form
<b>Bypass Reason:</b>	N/A
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	